otherwise perpetrates a fraud, is liable in damages to those who are injured thereby. *Tayler* v. *Savage,* 143 U. S. 79; *Dorsey Machine Co.* v. *McCaffrey,* 139 Ind. 545, 38 N. E. 208, 47 Am. St. Rep. 290; *Charles Lehman-Charley* v. *Bartlett,* 135 App. Div. 674, 120 N. Y. Supp. 501; affirmed, 202 N. Y. 524, 95 N. E. 1125. And such officers are liable individually in damages for the fraud of an agent, acting for them, when perpetrated in effecting the sale of the corporate stock or securities, without reference to their moral guilt or innocence. *Hornblower* v. *Crandall,* 7 Mo. App. 220; affirmed, 78 Mo. 581; Downey *v.* Finucane, 205 N. Y. 251, 98 N. E. 391, 40 L. R. A. (N. S.) 307. But the personal liability of the officers of a corporation in such cases rests upon the ground of fraud; and directors or other officers are not personally liable to one who purchases stock in a corporation on the faith of fraudulent representations made in a prospectus or otherwise by agents of the corporation, although such agents be appointed by the board of directors, in the absence of fraud and bad faith on the part of the directors. *Weir* v. *Barnett,* L. R. 3 Exch. Div. 32; *Cargill* v. *Bower,* L. R. 10 Ch. Div. 502; *Rives* v. *Bartlett,* 215 N. Y. 33, 109 N. E. 83.

EQUITY—MULTIPLICITY OF SUITS—LACK OF COMMON ISSUE.—The complainant sought to enjoin several actions at law on the ground of preventing multiplicity of suits. The actions all arose out of the same facts, but the issues to be decided were not all the same. *Held,* the bill should be dismissed. *Hamilton* v. *Alabama Power Co.* (Ala.), 70 South. 737. See NOTES, p. 545.

INTERSTATE COMMERCE—CARMACK AMENDMENT—LIABILITY OF INITIAL CARRIER FOR DELAY.—The Carmack amendment to the Interstate Commerce Act makes the initial carrier of an interstate shipment liable to the holder of a bill of lading issued by it therefor for any "loss, damage, or injury" to the shipment, whether caused by it or by a connecting carrier. The plaintiff delivered perishable goods to the defendant railway company for interstate shipment, and took a through bill of lading therefor. Owing to the failure of a connecting carrier to transport with reasonable dispatch, the goods were delivered later than they should have been, and the plaintiff suffered loss, though there was no physical damage to the goods. *Held,* the defendant is liable. *New York, P. & N. R. Co.* v. *Peninsula Produce Exchange,* 36 Sup. Ct. 230.

One of the evils which gave rise to the Carmack amendment was the practice of including in a through bill of lading stipulations limiting the liability of each separate company to its own part of the route, as a result of which the initial carrier could be held liable only for loss, damage or delay occurring on its own line. See *Atlantic C. L. R. Co.* v. *Riverside Mills,* 219 U. S. 186, 31 L. R. A. (N. S.) 7. In passing this amendment it was the purpose of Congress to make the shipper and the initial carrier in effect the only parties to the transaction; and thus to secure a unity of transportation and a unity of responsibility. See *Adams Express Co.* v. *Croninger,* 226 U. S. 491, 44 L. R. A. (N. S.) 257. To accomplish this end it was made the duty of the initial carrier, receiving property for interstate shipment, to issue a through bill of lading by which it

became liable to the holder for "any loss, damage, or injury" to such property caused by it or by any connecting carrier. Act of June 29, 1906, c. 3591, § 7, 34 Stat. at L. 584, 595.

Interest attaches to the decision in the instant case as being the first one in which the United States Supreme Court has passed on the question whether the words "loss, damage or injury" are broad enough to make the initial carrier liable for pecuniary loss to the shipper due to delay occurring on the line of a connecting carrier, as well as for that due to damage to, or loss of, the goods occurring there. The decision carries out the purpose of Congress to relieve interstate commerce from the burden of diverse state laws and to secure a unity of responsibility; for there is no reason why diversity of laws governing liability for delay do not cause as much confusion and inconvenience, as diversity of laws governing liability for actual loss or damage. The state courts in which the question has arisen have almost uniformly held the initial carrier liable for delay, as well as for actual damage, injury or loss caused by a connecting carrier. *Norfolk Truckers Exch.* v. *Norfolk Southern R. Co.*, 116 Va. 466, 82 S. E. 92; *Southern Pac. Co.* v. *Lyon* (Miss.), 66 South. 209; *Pecos & N. T. R. Co.* v. *Cox* (Tex. Civ. App.), 150 S. W. 265. But see *contra, Byers* v. *Southern Express Co.*, 165 N. C. 542, 81 S. E. 741.

SUNDAY—WORKS OF NECESSITY—PUBLICATION OF NEWSPAPERS—ADVERTISEMENTS.—The plaintiff newspaper company sued to recover the contract price of advertisements inserted in the Sunday and weekly editions of its paper. All work except works of necessity or charity were prohibited on Sunday, by statute. *Held,* the plaintiff can recover the contract price of the advertisements, since the publication of a newspaper on Sunday is a work of necessity. *Pulitzer Pub. Co.* v. *McNichols* (Mo.), 181 S. W. 1.

The decisions of the courts of the different states as to what are "works of necessity," within the meaning of the term as used in the Sunday laws, vary according to the public policy of the different states, for the term is elastic and indefinite. See *State* v. *James,* 81 S. C. 197, 62 S. E. 214; *McGatrick* v. *Wason,* 4 Ohio St. 566. Hence, that which is considered a work of necessity in one state may not be so considered in another. *State* v. *Goff,* 20 Ark. 289; *State* v. *Turner,* 67 Ind. 595. It is generally agreed that the meaning of the term work of necessity is not confined to absolute physical necessity; but that whatever is reasonably necessary for the comfort, convenience or well-being of a community on Sunday, comes within the meaning of the term. *Commonwealth* v. *Louisville & Nash. Ry. Co.,* 80 Ky. 291; *Augusta, etc., Ry. Co.* v. *Renz,* 55 Ga. 126; *Yonoski* v. *State,* 79 Ind. 393. That work can be done with more convenience and less expense on Sunday, does not make it a work of necessity. *State* v. *Goff, supra; Commonwealth* v. *White,* 190 Mass. 578, 77 N. E. 636, 5 L. R. A. (N. S.) 320. Nor does the fact that certain kinds of work are ordinarily considered necessary mean that they will be considered so, if done on Sunday; unless it be necessary to do the work on that day, it does not come within the exception made by the statute. *Louisville & Nash. Ry. Co.* v. *Commonwealth,* 92 Ky. 114, 17 S. W. 274. While unforeseen circumstances may render work of a